

STATE OF MICHIGAN
COURT OF APPEALS

DIANA GOHL,

Plaintiff-Appellant,

V

ANDERSON SALES AND SERVICE,
MOTORCYCLE SAFETY FOUNDATION,
STEVE BROOK and BILL KRAUS,

Defendants-Appellees.

UNPUBLISHED

July 5, 2002

No. 228062

Oakland Circuit Court

LC No. 99-016229-NI

Before: Hood, P.J., and Saad and E. M. Thomas,* JJ.

PER CURIAM.

Plaintiff appeals as of right from a circuit court order granting defendants' motions for summary disposition. We affirm. This appeal is being decided without oral argument pursuant to MCR 7.214(E).

The trial court's ruling on a motion for summary disposition is reviewed de novo. *Kefgen v Davidson*, 241 Mich App 611, 616; 617 NW2d 351 (2000). A motion brought under MCR 2.116(C)(10) tests the factual support for a claim. In ruling on such a motion, the trial court must consider not only the pleadings, but also depositions, affidavits, admissions and other documentary evidence, MCR 2.116(G)(5), and must give the benefit of any reasonable doubt to the nonmoving party, being liberal in finding a genuine issue of material fact. Summary disposition is appropriate only if the opposing party fails to present documentary evidence establishing the existence of a material factual dispute. *Smith v Globe Life Ins Co*, 460 Mich 446, 455; 597 NW2d 28 (1999).

It is not contrary to public policy for a party to contract against liability for damages caused by its own negligence. *Skotak v Vic Tanny Int'l, Inc*, 203 Mich App 616, 617-618; 513 NW2d 428 (1994). "When a release is challenged, the party seeking to avoid the release must prove by a preponderance of the evidence that the release should be set aside." *Binard v Carrington*, 163 Mich App 599, 603; 414 NW2d 900 (1987). A release must be supported by consideration, i.e., a legal detriment which induced the plaintiff's promise to release the defendant from liability, which promise in turn induced the defendant to suffer the detriment. *Paterek v 6600 Ltd*, 186 Mich App 445, 451; 465 NW2d 342 (1990).

* Circuit judge, sitting on the Court of Appeals by assignment.

Plaintiff sought damages for injuries sustained when an allegedly defective motorcycle provided by defendants stalled and fell over during a training course. Prior to starting the course, plaintiff signed a release/waiver/indemnification agreement, the clear and unambiguous language of which released defendants from liability for plaintiff's injuries. *Batshon v Mar-Que Gen'l Contractors, Inc*, 463 Mich 646, 649 n 4; 624 NW2d 903 (2001). There is no dispute that plaintiff knew the nature of the document and voluntarily signed it, *Skotak, supra*, and the fact that she may not have read it before she signed it does not preclude its enforcement. *Dombrowski v City of Omer*, 199 Mich App 705, 710-712; 502 NW2d 707 (1993); *Paterek, supra* at 450. We reject plaintiff's claim that the release was invalid for lack of consideration; plaintiff signed the agreement before she was allowed to participate in the course. *Paterek, supra* at 451.

Affirmed.

/s/ Harold Hood

/s/ Henry William Saad

/s/ Edward M. Thomas